

## Solicitation 10021-S

# TREE TRIMMING, PRUNING, REMOVAL AND REPLACEMENT SERVICES

Maricopa County Materials Management

## Bid 10021-S TREE TRIMMING, PRUNING, REMOVAL AND REPLACEMENT SERVICES

Bid Number 10021-S  
 Bid Title TREE TRIMMING, PRUNING, REMOVAL AND REPLACEMENT SERVICES

Bid Start Date May 13, 2010 7:45:03 AM MST  
 Bid End Date Jun 15, 2010 2:00:00 PM MST

Bid Contact Charles Hinegardner  
 602-506-6476  
 Hinegardnerc@mail.maricopa.gov

Contract Duration 3 years  
 Contract Renewal 3 annual renewals  
 Prices Good for 150 days  
 Pre-Bid Conference Jun 9, 2010 9:00:00 AM MST  
**Attendance is mandatory**  
 Location: Maricopa County Department of Transportation Cochise/Apache conference room. 2901 W. Durango Street, Phoenix, AZ 85009.

Bid Comments \*\*\*Please See Attached Solicitation Document for Instructions on Submitting Bid.\*\*\*

FAILURE TO REVIEW ANY ADDENDA DOES NOT NEGATE YOUR INITIAL OFFER AND HOLDS THE RESPONDENT RESPONSIBLE FOR ANY CHANGES PRIOR TO BID CLOSING.

All responses shall be submitted electronically to BidSync.com prior to the bid closing.

Required Submittals:

4.4.1 Attachments A, B, and C shall be submitted via web form available at BidSync.com

4.4.1.1 Attachment A (PRICING) - Webform

4.4.1.2 Attachment B (AGREEMENT) - Webform

4.4.1.3 Attachment C (REFERENCES) - Webform

4.4.1.4 Other documents as required per Section 2.3.2.13

Attachment D - Sole Proprietor Waiver (If applicable)

ALTHOUGH THE INDUSTRY STANDARD FOR PALM TREE TRIMMING IS A LOOSE CUT, THE COUNTY PREFERS A TIGHT 45 DEGREE CUT. PLEASE INCLUDE IN ALL PRICING.

SKINNING IS NOT TO BE INCLUDED IN PRICE, BUT "AS NEEDED" BASED ON PER FOOT CHARGES IN SECTION "OTHER SERVICES AND FEES".

### Item Response Form

Item 10021-S-1-01 - Palm Tree Service - North of Grand Avenue: Bell Road - 98th Ave. to Del Webb Blvd.

Lot Description Palm Tree Service - North of Grand Avenue

Quantity 14 each  
Unit Price   
Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 14  
Description  
Palm

---

Item 10021-S-1-02 - Palm Tree Service - North of Grand Avenue: Bell Road - El Mirage Rd. to 131st Ave.  
Lot Description Palm Tree Service - North of Grand Avenue  
Quantity 101 each  
Unit Price   
Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 101  
Description  
Palm

---

Item 10021-S-1-03 - Palm Tree Service - North of Grand Avenue: Del Web Blvd.-Grand Ave. to Bell Rd. (including SE Corner of Cameo & Del Webb Bl  
Lot Description Palm Tree Service - North of Grand Avenue  
Quantity 109 each  
Unit Price   
Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 109  
Description  
Palm

---

Item 10021-S-1-04 - Palm Tree Service - North of Grand Avenue: Lindgren Ave. - 99th Ave to Conestoga Dr.  
Lot Description Palm Tree Service - North of Grand Avenue  
Quantity 5 each  
Unit Price   
Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 5  
Description  
Palm

---

Item	10021-S-1-05 - Palm Tree Service - North of Grand Avenue: Thunderbird Blvd - Bell to 99th Ave. (including east leg of intersection at 99th
Lot Description	Palm Tree Service - North of Grand Avenue
Quantity	48 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001 Qty 48
Description	Palm

---

Item	10021-S-1-06 - Palm Tree Service - North of Grand Avenue: R.H. Johnson Blvd. - Bell Rd. to Grand Ave.
Lot Description	Palm Tree Service - North of Grand Avenue
Quantity	175 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001 Qty 175
Description	Palm

---

Item	10021-S-1-07 - Palm Tree Service - North of Grand Avenue: Del Web Blvd. - Bell Rd. to 99th Ave.
Lot Description	Palm Tree Service - North of Grand Avenue
Quantity	54 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001 Qty 54
Description	Palm

---

Item	10021-S-1-08 - Palm Tree Service - North of Grand Avenue: Crown Ridge - Paracantha to Spring Meadow Dr.
Lot Description	Palm Tree Service - North of Grand Avenue
Quantity	10 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001

Qty 10

Description  
Palm

---

Item	10021-S-1-09 - Palm Tree Service - North of Grand Avenue: Crown Ridge - Paracantha to Spring Meadow Dr.
Lot Description	Palm Tree Service - North of Grand Avenue
Quantity	9 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001 Qty 9

Description  
Queen

---

Item	10021-S-1-10 - Palm Tree Service - North of Grand Avenue: Spring Meadow - Broken Arrow Dr. to Crown Ridge
Lot Description	Palm Tree Service - North of Grand Avenue
Quantity	8 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001 Qty 8

Description  
Palm

---

Item	10021-S-1-11 - Palm Tree Service - North of Grand Avenue: Spring Meadow - Broken Arrow Dr. to Crown Ridge
Lot Description	Palm Tree Service - North of Grand Avenue
Quantity	7 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001 Qty 7

Description  
Queen

---

Item	10021-S-1-12 - Palm Tree Service - North of Grand Avenue: Crown Ridge - 135th Ave. to 133rd Dr.
Lot Description	Palm Tree Service - North of Grand Avenue
Quantity	16 each

Unit Price

Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 16

Description  
Palm

---

Item 10021-S-1-13 - Palm Tree Service - North of Grand Avenue: 135th Ave. - Meeker Blvd. to Terra Vista

Lot Description Palm Tree Service - North of Grand Avenue

Quantity 16 each

Unit Price

Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 16

Description  
Palm

---

Item 10021-S-1-14 - Palm Tree Service - North of Grand Avenue: 135th Ave. - Crown Ridge to Meeker Blvd.

Lot Description Palm Tree Service - North of Grand Avenue

Quantity 16 each

Unit Price

Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 16

Description  
Palm

---

Item 10021-S-1-15 - Palm Tree Service - North of Grand Avenue: Oxbow Dr. - Broken Arrow Dr. to Crown Ridge

Lot Description Palm Tree Service - North of Grand Avenue

Quantity 10 each

Unit Price

Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 10

Description  
Palm

---

Item 10021-S-1-16 - Palm Tree Service - North of Grand Avenue: Meeker Blvd. - R.H. Johnson Blvd. to Grand Ave.  
Lot Description Palm Tree Service - North of Grand Avenue  
Quantity 45 each  
Unit Price   
Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 45  
Description  
Palm

---

Item 10021-S-1-17 - Palm Tree Service - North of Grand Avenue: Beardsley Rd. at El Mirage Rd.  
Lot Description Palm Tree Service - North of Grand Avenue  
Quantity 45 each  
Unit Price   
Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 45  
Description  
Palm (Date)

---

Item 10021-S-1-18 - Palm Tree Service - North of Grand Avenue: Entrance to Sun City West - R.H. Johnson Blvd. at Bell Rd.  
Lot Description Palm Tree Service - North of Grand Avenue  
Quantity 33 each  
Unit Price   
Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 33  
Description  
Palm (Date)

---

Item 10021-S-2-01 - South of Grand Avenue: 107th Ave & Mtn. View - Grand Ave. to Olive Ave.  
Lot Description South of Grand Avenue  
Quantity 58 each  
Unit Price   
Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 58

Description  
Palm

---

Item	10021-S-2-02 - South of Grand Avenue: 107th Ave & Mtn. View - Grand Ave. to Olive Ave.
Lot Description	South of Grand Avenue
Quantity	83 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001 Qty 83

Description  
Queen

---

Item	10021-S-2-03 - South of Grand Avenue: 111th Ave. - Alabama Ave. to Peoria Ave.
Lot Description	South of Grand Avenue
Quantity	12 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001 Qty 12

Description  
Palm

---

Item	10021-S-2-04 - South of Grand Avenue: 111th Ave. - Alabama Ave. to Peoria Ave.
Lot Description	South of Grand Avenue
Quantity	17 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001 Qty 17

Description  
Queen

---

Item	10021-S-2-05 - South of Grand Avenue: Alabama Ave - 111th Ave. to 99th Ave.
Lot Description	South of Grand Avenue
Quantity	12 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified



Phoenix AZ 85001  
Qty 12

Description  
Palm

---

Item	10021-S-2-06 - South of Grand Avenue: Alabama Ave - 111th Ave. to 99th Ave.
Lot Description	South of Grand Avenue
Quantity	17 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001 Qty 17

Description  
Queen

---

Item	10021-S-2-07 - South of Grand Avenue: Peoria Ave. - 111th Ave. to 99th Ave.
Lot Description	South of Grand Avenue
Quantity	7 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001 Qty 7

Description  
Palm

---

Item	10021-S-2-08 - South of Grand Avenue: Peoria Ave. - 111th Ave. to 99th Ave.
Lot Description	South of Grand Avenue
Quantity	37 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management <u>No Location Specified</u> No Location Specified Phoenix AZ 85001 Qty 37

Description  
Queen

---

Item	10021-S-3-01 - Durango Facility: 27th Ave. - 29th Ave. to Durango St.
Lot Description	Durango Facility
Quantity	51 each
Unit Price	<input type="text"/>
Delivery Location	Maricopa County Materials Management

No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 51

Description  
Palm

---

Item 10021-S-3-02 - Durango Facility: 27th Ave. - 29th Ave. to Durango St.  
Lot Description Durango Facility  
Quantity 4 each  
Unit Price   
Delivery Location Maricopa County Materials Management  
No Location Specified  
No Location Specified  
Phoenix AZ 85001  
Qty 4

Description  
Queen

---

Item 10021-S-6-09 - Other Services and Fees: Mobilization/Demobilization, street  
barricade/cone services (Section 2.2.3.4)  
Lot Description Other Services and Fees  
Quantity 1 each  
Unit Price   
Delivery Location Maricopa County Materials Management  
No Location Specified  
Qty 1

Description  
Mobilization/Demobilization, street barricade/cone services (Section 2.2.3.4)

**ATTACHMENT A- PRICING**

RESPONDENT NAME:

ADDRESS:

P.O. ADDRESS:

TELEPHONE NUMBER:

FACSIMILE NUMBER:

WEB SITE:

 REPRESENTATIVE:  
 REPRESENTATIVE E-  
 MAIL:

  


 WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE  
 FROM THIS CONTRACT:

YES	NO	REBATE
-----	----	--------

€	€	
---	---	--

 WILL ACCEPT PROCUREMENT CARD FOR  
 PAYMENT:

€	€	
---	---	--

 WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING  
 PROCUREMENT CARD:

 (Payment shall be made within 48 hours of utilizing the Purchasing  
 Card)

€	€	% <input type="text"/>
---	---	------------------------

 FUEL  
 COMPRISES

 % OF TOTAL BID AMOUNT. (If  
 Applicable)

 PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE  
 FOLLOWING.  
 PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.  
 FAILURE TO  
 CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30  
 DAYS.

 € NET 10 DAYS  
 € NET 15 DAYS  
 € NET 20 DAYS  
 € NET 30 DAYS

 € NET 45 DAYS  
 € NET 60 DAYS  
 € NET 90 DAYS  
 € 2% 10 DAYS NET 30 DAYS

 € 1% 10 DAYS NET 30 DAYS  
 € 2% 30 DAYS NET 31 DAYS  
 € 1% 30 DAYS NET 31 DAYS  
 € 5% 30 DAYS NET 31 DAYS

10021-S

**ATTACHMENT B****AGREEMENT PAGE**

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

---

☐ Small Business Enterprise (SBE)

---

<input type="text"/>	<input type="text"/>	<input type="text"/>
RESPONDENT (FIRM) SUBMITTING PROPOSAL	FEDERAL TAX ID NUMBER	DUNS #
<input type="text"/>		<input type="text"/>
PRINTED NAME AND TITLE		AUTHORIZED SIGNATURE
<input type="text"/>		<input type="text"/>
ADDRESS		TELEPHONE
<input type="text"/>	<input type="text"/>	<input type="text"/>
CITY	STATE	FAX #
<input type="text"/>	<input type="text"/>	<input type="text"/>
WEB SITE	ZIP	DATE
<input type="text"/>	<input type="text"/>	<input type="text"/>
	EMAIL ADDRESS	

**MARICOPA COUNTY, ARIZONA**

---

DIRECTOR, MATERIALS MANAGEMENT

---

DATE

---

CHAIRMAN, BOARD OF SUPERVISORS

---

DATE**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
LEGAL COUNSEL

\_\_\_\_\_  
DATE

10021-S

**ATTACHMENT C****RESPONDENT REFERENCES****RESPONDENT SUBMITTING BID:** 

1.           COMPANY NAME:   
              ADDRESS:   
              CONTACT PERSON:   
TELEPHONE:    E-MAIL ADDRESS:

2.           COMPANY NAME:   
              ADDRESS:   
              CONTACT PERSON:   
TELEPHONE:    E-MAIL ADDRESS:

3.           COMPANY NAME:   
              ADDRESS:   
              CONTACT PERSON:   
TELEPHONE:    E-MAIL ADDRESS:

4.           COMPANY NAME:

	ADDRESS:	<input type="text"/>
	CONTACT PERSON:	<input type="text"/>
TELEPHONE:	<input type="text"/>	E-MAIL ADDRESS: <input type="text"/>

5.	COMPANY NAME:	<input type="text"/>
	ADDRESS:	<input type="text"/>
	CONTACT PERSON:	<input type="text"/>
TELEPHONE:	<input type="text"/>	E-MAIL ADDRESS: <input type="text"/>

10021-S

## ATTACHMENT D

SOLE PROPRIETOR WAIVER

MARICOPA COUNTY RISK MANAGEMENT  
 222 North Central Avenue, Suite 1110  
 Phoenix, Arizona 85004

SOLE PROPRIETOR WAIVER

**NOTE: THIS FORM APPLIES ONLY TO MARICOPA COUNTY DEPARTMENTS, DISTRICTS, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.**

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as  (name of Sole Proprietor's Business). I am performing work as an independent contractor for Maricopa County. For Workers' Compensation purposes, therefore, I am not entitled to Workers' Compensation benefits from Maricopa County.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Sole Proprietor	Social Security Number	Telephone Number
<input type="text"/>	<input type="text"/>	<input type="text"/>
Street Address / P.O. Box	City	State      Zip Code
<input type="text"/>		<input type="text"/>
Signature of Sole Proprietor		Date

**Maricopa County Materials Management Department**

<input type="text"/>	<input type="text"/>
Signature of Procurement Officer	Date

Both signatures must be present and the completed form submitted by the Procurement Officer to Maricopa County Risk Management, 222 North Central Avenue, Suite 1110, Phoenix, Az 85004. An authorized Risk Management Representative will sign and return to the Maricopa County Materials Management Department to be maintained in their records.

<input type="text"/>	<input type="text"/>
Signature of Risk Management Representative	Date



SERIAL 10021-S



## NOTICE OF SOLICITATION

SERIAL 10021-S

### INVITATION FOR BID FOR: TREE TRIMMING, PRUNING, REMOVAL AND REPLACEMENT SERVICES

Notice is hereby given that Maricopa County is conducting this invitation for bids, electronically through an outside agent, BidSync.com, until **2:00 P.M./M.S.T.** on **JUNE 15, 2010** for **SERIAL#10021-S INVITATION FOR BID FOR TREE TRIMMING, PRUNING, REMOVAL AND REPLACEMENT SERVICES** for Maricopa County.

To participate in this bidding process, vendors shall register through BidSync.com. To register with BidSync, please go to [www.BidSync.com](http://www.BidSync.com) and click on the orange 'Register' link. Registration has no cost, and will allow you to access all of the bid information, bid documents, receive bid notifications, and submit a response. **ONLY RESPONSES THAT ARE SUBMITTED THROUGH BIDSYNC.COM WILL BE REVIEWED.**

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or [agency-support@BidSync.com](mailto:agency-support@BidSync.com)

All responses shall be submitted **electronically** to BidSync.com prior to the bid closing. The bid will be listed under **"10021-S INVITATION FOR BID FOR TREE TRIMMING, PRUNING, REMOVAL AND REPLACEMENT SERVICES."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

**ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID CAN BE LOCATED AT <http://www.maricopa.gov/materials> "Develop Bids".**

**ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER. THIS INFORMATION WILL ALSO BE POSTED ONLINE AT [WWW.BIDSYNC.COM](http://WWW.BIDSYNC.COM).**

**FAILURE TO REVIEW ANY ADDENDA DOES NOT NEGATE YOUR INITIAL OFFER AND HOLDS THE RESPONDENT RESPONSIBLE FOR ANY CHANGES PRIOR TO BID CLOSING.**

#### DIRECT ALL INQUIRIES TO:

CHARLES HINEGARDNER  
PROCUREMENT OFFICER  
TELEPHONE: (602) 506-6476  
EMAIL:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE AT 9:00 A.M. ON WEDNESDAY JUNE 9, 2010 IN THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION COCHISE/APACHE CONFERENCE ROOM, 2901 W. DURANGO STREET, PHOENIX, AZ 85009.**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

**<http://www.maricopa.gov/materials/advbd/advbd.asp>**

**SERIAL 10021-S****TABLE OF CONTENTS**

NOTICE OF SOLICITATION

TABLE OF CONTENTS

SECTIONS:

1.0	INTENT
2.0	SPECIFICATIONS
3.0	CONTRACTUAL TERMS & CONDITIONS
4.0	INSTRUCTIONS TO RESPONDENTS (This Section will not remain as part of any resultant contract)

ATTACHMENTS:

ATTACHMENT A	PRICING
ATTACHMENT B	AGREEMENT PAGE
ATTACHMENT C	REFERENCES
ATTACHMENT D	SOLE PROPRIETOR WAIVER

EXHIBITS:

EXHIBIT 1	VENDOR REGISTRATION PROCEDURES AND SMALL BUSINESS PROGRAM
-----------	---

**SERIAL 10021-S****INVITATION FOR BID FOR: TREE TRIMMING, PRUNING, REMOVAL AND REPLACEMENT SERVICES****1.0 INTENT:**

The intent for this Invitation for Bids is to establish a contract to provide for the care and maintenance of all types of trees as specified, including, but not limited to: arborist services, trimming, pruning, treatment, guying, technical information for esthetics, removal, and new planting. Types of trees covered under this contract, but not limited to are; palm, bottle, mesquite, eucalyptus, palo verde, pine, elm, citrus, etc. The services may be on a schedule or as requested, depending on departmental needs. This may be a multiple award to ensure competition on project driven activities.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.9 and 2.10, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

**2.0 SCOPE OF SERVICES:****2.1 CONTRACTOR REQUIREMENTS:**

The Contractor shall furnish all necessary labor, tools, equipment, transportation, supervision, and all effort necessary to perform tree services stated herein.

**2.2 PALM TREE SERVICE:**

The following palm tree service sites are for the Maricopa County Department of Transportation (MCDOT). These trees are located along roadways and will require traffic control when serviced. Palm tree services may be also requested by other County agencies:

**2.2.1 Routine palm tree work will include, but not be limited to the following:**

- 2.2.1.1 Trimming and peeling palm trees as required for appearance, visibility, and general growth.
- 2.2.1.2 Removing and disposal of all clippings, shrubbery, tree trimmings and debris.

**2.2.2 MCDOT Roadway Locations:****2.2.2.1 Sun City - North of Grand Avenue:**

- 2.2.2.1.1 Bell Road - 98th Avenue to Del Webb Boulevard
- 2.2.2.1.2 Bell Road - El Mirage Road to 131st Avenue
- 2.2.2.1.3 Del Webb Boulevard - Grand Avenue to Bell Road (including southeast corner of Cameo and Del Webb Boulevard)
- 2.2.2.1.4 Lindgren Avenue - 99th Avenue to Conestoga Drive
- 2.2.2.1.5 Thunderbird Boulevard - Del Webb Boulevard to 99th Avenue (including east leg of intersection at 99th Avenue)
- 2.2.2.1.6 R.H. Johnson Boulevard - Bell Road to Grand Avenue
- 2.2.2.1.7 Del Webb Boulevard - Bell Road to 99th Avenue
- 2.2.2.1.8 Crown Ridge - Paracantha Drive to Spring Meadow Drive
- 2.2.2.1.9 Spring Meadow - Broken Arrow Drive to Crown Ridge
- 2.2.2.1.10 Crown Ridge - 135th Avenue to 133rd Drive
- 2.2.2.1.11 135th Avenue - Meeker Boulevard to Terra Vista

**SERIAL 10021-S**

- 2.2.2.1.12 135th Avenue - Crown Ridge to Meeker Boulevard
- 2.2.2.1.13 Oxbow Drive - Broken Arrow Drive to Crown Ridge
- 2.2.2.1.14 Meeker Boulevard - R.H. Johnson Boulevard to Grand Avenue
- 2.2.2.1.15 Beardsley Road at El Mirage Road
- 2.2.2.1.16 Entrance to Sun City West - R.H. Johnson Boulevard at Bell Road

2.2.2.2 Sun City - South of Grand Avenue:

- 2.2.2.2.1 107 Avenue & Mountain View - Grand Avenue to Olive Avenue
- 2.2.2.2.2 111 Avenue - Alabama Avenue to Peoria Avenue
- 2.2.2.2.3 Alabama Avenue - 111 Avenue to 99 Avenue
- 2.2.2.2.4 Peoria Avenue - 111 Avenue to 99 Avenue
- 2.2.2.2.5 MCDOT/Flood Control, Durango Facility (Phoenix):
- 2.2.2.2.6 Durango Street, 29th Avenue to 27th Avenue

2.2.3 Traffic Control For MCDOT Roadway Sites:

- 2.2.3.1 Traffic control shall comply with the guidance contained in part VI of the Manual on Uniform Traffic Control Devices for Streets and Highways (USDOT Federal Highway Administration) latest edition, and the following special provisions.
- 2.2.3.2 Construction shall not commence without an “approved” Traffic Control Plan (TCP). At the time of the pre-job conference, the Contractor shall submit preliminary traffic control plans (TCP) for each phase of the work. The TCP shall show striping, signing, barricading and distances for all devices for all movements of traffic during each phase of construction. The Traffic Operations Division of MCDOT will review and approve the TCP(s) and notify the Contractor if any changes are required. All changes from the approved TCP shall be approved by the Engineer prior to those changes being implemented in the field, with the exception of emergency situations.
- 2.2.3.3 Work shall not begin until the TCP(s) have been approved for each phase of proposed work. With the exception of emergency situations a TCP will be required in advance of any change(s) that are necessary with regard to traffic flow.
- 2.2.3.4 It shall be the Contractor's responsibility to provide, erect, maintain and remove all necessary signs, barricades, high level warning devices, lights, delineators, flag men, and other devices necessary to properly mark and control the proposed work area(s) for the safe and efficient movement of traffic. Temporary traffic control warning signs and devices shall be installed prior to the start of any work. The Contractor shall provide such other adequate devices or measures deemed necessary by the Engineer or his representative.

If work is scheduled during business hours, traffic control barricades and or cones must be provided at the site. Some city ordinances require street barricade installation to be performed by certified city sponsored trained staff. This service may be performed by the Contractor (if certified) or a subcontractor (if certified). There shall be a line item price in Attachment A, PRICING, for such services -- for all sites, MCDOT or other.

The County and the Contractor shall work in team concert if deemed cost effective to provide tree trimming services “other than business hours” (i.e., early morning hours) thus eliminating the traffic control service costs.

- 2.2.3.5 All temporary traffic control devices shall be ballast with sandbags or other approved methods when necessary or at the direction of the Engineer. The

**SERIAL 10021-S**

amount of sandbags used shall be enough to provide adequate safety for the traveling public.

- 2.2.3.6 Access to all properties for residents and emergency services shall be maintained at all times where possible. When local access cannot be maintained, the Contractor shall notify the property owner/resident in accordance with Section 107.9 of the Maricopa Association of Governments Uniform Standard Specifications for Public Works Construction, latest edition. In no case shall the access be restricted for more than four (4) hours without prior approval. Access shall not be closed for fire stations, hospitals, sheriff/police stations and schools.
- 2.2.3.7 The Contractor shall maintain or relocate all existing signal indications, warning, regulatory and guide signs. They shall be kept erected, clean and in full view of the intended traffic at all times. Portable signs should be used to supplement blocked or removed signs. All unnecessary traffic control devices/signs, shall be covered or removed and stored when not in use.
- 2.2.3.8 The Contractor is responsible for all costs incurred in replacing lost or damaged traffic signs. The Traffic Operations Division of MCDOT will reset all disturbed signs to permanent locations when construction is completed.
- 2.2.3.9 Rope, flagging, fencing and woven plastic tape may be required at open excavations and/or used between barricades and channeling devices to provide additional guidance and security.
- 2.2.3.10 Contractor is required to take out a Highway Use Permit with the Maricopa County Department of Transportation (MCDOT) located at 2901 West Durango Street, Phoenix, Arizona 85009, prior to working within County right-of-way.

## 2.3 OTHER TYPES TREES AND SERVICES:

- 2.3.1 The Contractor shall be called to provide tree service for other types of trees, such as but not limited to bottle, mesquite, eucalyptus, palo verde, pine, elm, citrus, etc.

This service will entail providing trimming, treating, guying, removal, and new planting. Many mature trees ON County property are over thirty (30) feet in height and will require manlift or other type of higher-than-ground-level equipment.

- 2.3.2 Requirements for other trees and services:

- 2.3.2.1 All work shall be done during normal business daylight hours, Monday through Friday, except emergencies and/or special work orders. The Contractor and the County representative(s) will mutually agree and adhere to a work schedule should a schedule be required by the County agency. ALL WORK MUST BE DONE AT A TIME AND IN A MANNER THAT WILL NOT INTERFERE WITH THE NORMAL WORK ACTIVITIES OF ANY FACILITY.
- 2.3.2.2 All services requested outside of normal business daylight hours shall be considered after hours (i.e., after business hours, weekends, or holidays).
- 2.3.2.3 Contractor shall respond on-site for service requests within 24 hrs. after being notified by the County. Requests made as an EMERGENCY shall require a response time within four (4) hours on-site.
- 2.3.2.4 The County desires, but does not require, a certified arborist on staff at all times during the contract period. This work may be subcontracted. If subcontracted, please provide the name of your subcontractor with your bid.

**SERIAL 10021-S**

- 2.3.2.5 All trimmings, cut branches, clippings, and debris shall be removed from County premises and taken to landfill the same day the service is provided.
- 2.3.2.6 All work is to be performed at the direction of the County agency.
- 2.3.2.7 All work performed by the Contractor shall be inspected by a County agency representative and the Contractor to ensure quality control and that proper methods are being used.
- 2.3.2.8 Contractor shall furnish personnel who are trained and qualified to perform as to the specifications of the contract; and supervisors who will be responsible for the performance of their personnel. All workers must be certified in the application of chemical usage, per regulations of the State of Arizona Structural Pest Control Commission.
- 2.3.2.9 The Contractor and his employees shall exercise safe industry work practices. All work shall be in compliance with appropriate OSHA, Federal, State, County, and all local municipal ordinances and regulations. All equipment of the Contractor shall be in good working condition and shall conform to required safety standards.
- 2.3.2.10 All work shall be done at a time and a manner that will not interfere with the normal work activities of the facilities or traffic.
- 2.3.2.11 The Contractor shall be responsible for any damage incurred to the facility, underground sprinkler systems, trees, shrubs, bushes, and/or any other permanent type fixture, resulting from his negligent use of the premises/roadways to fulfill contract terms.
- 2.3.2.12 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and given one (1) day to correct the work. The County reserves the right to complete the work to its satisfaction and deduct the cost from any monies due the Contractor if the work is not corrected within the allotted time frame.
- 2.3.2.13 Contractor shall be responsible to procure all required licenses and permits when and where applicable. **A State of Arizona Office of Pest Management License Category, B5 TURF AND ORNAMENTAL LICENSE, will be a requirement of this Contract. Proof of such must accompany bid package.**
- 2.3.2.14 Contractor shall at all times furnish the proper equipment to perform tree services that is maintained and in good operating condition.
- 2.3.2.15 Contractor shall furnish personnel who are trained and qualified to perform as to the specifications; and supervisors who will be responsible for the performance of their personnel. Supervisors will make sufficient routine inspections to ensure that the specified work is being completed.
- 2.3.3 Project Work:
  - 2.3.3.1 Project work shall mean work performed as all inclusive and not as Time and Materials. The County agency will inform the Contractor if work is to be performed as either T&M or project driven. If project driven, the contractors assigned to this contract (if multiple award) shall be provided a request for project quote with a detailed Scope of Work. The Contractor must visit the site to evaluate an accurate quote. As such, a project quote shall then be submitted to the County agency. Taxes, if any, will be built into the total cost and not as a line item. The County agency will review the quote and a

**SERIAL 10021-S**

determination made if it is fair and reasonable. If fair and reasonable, the Contractor shall be notified verbally and in writing, to proceed. If determined not to be fair and reasonable, the Contractor will be notified and must provide documentation as to how the quote was derived, or submittal of a revised quote. The County reserves the right to obtain project quotes from the open market to make comparisons.

- 2.3.3.2 Contractors submitting a project quote must contain: The contract serial number; Name and address of site; Labor and materials combined cost; Grand total. The project bid shall be all-inclusive, that is any cost overrides to be absorbed by the Contractor, or cost undersides to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, and approved by the County prior to any authorization to proceed. If multiple award, ALL contractors are to have an opportunity to bid on project work and the County user agencies MUST ensure all contractors of record receive a project quote

2.3.4 Time and Materials Work:

- 2.3.4.1 This contract may also be used for time and materials work (as directed by the County agency) and priced per hour and as bid in the pricing section. If multiple award, each bidder shall be ranked in the pricing section as first call, second call, third call, and so on. The lowest hourly bid shall be the first contractor called to perform T&M work. Taxes, if any, will apply to commodities purchased by the County and not labor.
- 2.3.4.2 All work (either project or T&M) must be so delineated as such on Contractor's invoicing.

2.4 SERVICES AT OTHER COUNTY LOCATIONS

The Contractor may be called upon to provide services at locations not specifically listed herein. Price quotations will be obtained for the services required at these locations.

2.5 INVOICES AND PAYMENTS:

- 2.5.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

**SERIAL 10021-S**

- 2.5.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 2.5.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).
- 2.5.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.
- 2.6 TAX:
- No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.
- 2.7 DELIVERY:
- It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.
- 2.8 FUEL COST PRICE ADJUSTMENT:
- 2.8.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.
- 2.8.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.8.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10<sup>th</sup>) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.8.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).



**SERIAL 10021-S**

2.8.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.

2.8.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>

2.8.7 The computation of the fuel surcharge amount shall be determined as follows:

2.8.7.1 The fuel cost component from Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.8.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.8.7.3 The surcharge shall be added as a separate line item to the invoice.

2.9 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

**SERIAL 10021-S****3.3 PRICE ADJUSTMENTS:**

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

**3.4 INDEMNIFICATION:**

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

**3.5 INSURANCE:**

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be

**SERIAL 10021-S**

obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.12 Certificates of Insurance.

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's

**SERIAL 10021-S**

work or services and as evidenced by annual Certificates of Insurance.

- 3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

- 3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).
- 3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.
- 3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

- 3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to

**SERIAL 10021-S**

and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

- 3.9.3 Contractors agree to accept verbal notification of cancellation from the Materials Management Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

**SERIAL 10021-S****3.16 SUBCONTRACTING:**

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

**3.17 AMENDMENTS:**

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

**3.18 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

**3.19 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

**3.20 AUDIT DISALLOWANCES:**

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**3.21 VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

**3.22 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

**3.23 RELATIONSHIPS:**

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to

**SERIAL 10021-S**

create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

**3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**3.25 ALTERNATIVE DISPUTE RESOLUTION:**

3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.25.1.1 Render a decision;

3.25.1.2 Notify the parties that the exhibits are available for retrieval; and

3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing

**SERIAL 10021-S**

party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

- 3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 3.26.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

- 3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

- 3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

- 3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.28 CONTRACTOR LICENSE REQUIREMENT:

- 3.28.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

- 3.28.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain



**SERIAL 10021-S**

licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.0 **INSTRUCTIONS TO RESPONDENTS: (Please note that this Section does not become part of any resultant contract.)**

4.1 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County  
Materials Management Department  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003

**OR:**

BidSync.com under the “Questions and Answers” link.

Administrative telephone inquiries shall be addressed to:

Charles Hinegardner, Procurement Officer, 602.506.6476  
([hinegardnerc@mail.maricopa.gov](mailto:hinegardnerc@mail.maricopa.gov))

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.2 EVALUATION CRITERIA.

4.2.1 The evaluation of bids shall be based on, but will not be limited to, the following:

4.2.1.1 Compliance with specifications.

4.2.1.2 Price.

4.2.1.3 Determination of responsibility.

4.2.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

4.3 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

4.4 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Responses shall be submitted **electronically** to BidSync.com prior to the bid closing.

4.4.1 Attachments A, B, and C shall be submitted via webform available at BidSync.com

4.4.1.1 Attachment A (PRICING)- Webform

4.4.1.2 Attachment B (AGREEMENT) - Webform

4.4.1.3 Attachment C (REFERENCES) – Webform

**SERIAL 10021-S**

4.4.1.4 Attachment D (Sole Proprietor Waiver) If Applicable

4.4.1.5 B5 Turf and Ornamental License (Refer §2.3.2.13)

4.4.2 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

4.5 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent must review its Bid submission to assure the following requirements are met.

4.5.1 **Mandatory:** Bid is submitted as required in Section 4.4 above.

4.5.2 **Mandatory:** Attachment “A”, Pricing is attached;

4.5.3 **Mandatory:** Attachment “B”, Agreement is attached; and

4.5.4 **Mandatory:** Attachment “C”, References is attached.

4.5.4.1 Attachment D (Sole Proprietor Waiver) If Applicable

4.5.5 B5 Turf and Ornamental License (Refer §2.3.2.13)

4.6 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

**NOTE 1: RESPONDENTS ARE STRONGLY ENCOURAGED TO REVIEW MARICOPA COUNTY'S PROCUREMENT ADMINISTRATIVE INFORMATION PRIOR TO SUBMITTING A BID. FOR THIS INFORMATION, GO TO:**  
[www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp](http://www.maricopa.gov/materials/ADVBD/Boilerplate/Terms-conditions.asp)

**SERIAL 10021-S**

**ATTACHMENT A**

**PRICING**

SEE BIDSYNC.COM WEBFORM “ATTACHMENT A”

**SERIAL 10021-S**

**ATTACHMENT B**

**AGREEMENT PAGE**

SEE BIDSYNC.COM WEBFORM "ATTACHMENT B"

**SERIAL 10021-S**

**ATTACHMENT C**

**REFERENCES**

SEE BIDSYNC.COM WEBFORM “ATTACHMENT C”

**SERIAL 10021-S**

**ATTACHMENT D**

**SOLE PROPRIETOR WAIVER**

SEE BIDSYNC.COM WEBFORM “ATTACHMENT D”

**SERIAL 10021-S****EXHIBIT 1****VENDOR REGISTRATION PROCEDURES**  
**AND**  
**SMALL BUSINESS PROGRAM**

BidSync.com Registration is FREE and REQUIRED for all vendors.

Register On-line at  
[https://www.bidsync.com/SupplierRegister?ac=register&preselected\\_plan=free&](https://www.bidsync.com/SupplierRegister?ac=register&preselected_plan=free&)

Upon completion of your on-line registration, you are responsible for updating any changes to your information. Please retain your Login ID and Password for future use.

For assistance, please contact BidSync Vendor Support Department via phone or email, during regular business hours: 1-800-990-9339 or [agency support@BidSync.com](mailto:agency support@BidSync.com)

**SMALL BUSINESS PROGRAM****(MCBIZ)**

"It is Maricopa County's policy to provide small businesses the opportunity to participate in the County's solicitation process for consideration to fulfill the requirements for various commodities and services.

Maricopa County's small business program specifically targets procurements of \$50,000 and less. However, Maricopa County encourages small business enterprises to submit responses to available solicitations for consideration.

Maricopa County's small business policy can be found on the Materials Management website at <http://www.maricopa.gov/materials/help/sbe.asp>."

## Question and Answers for Bid #10021-S - TREE TRIMMING, PRUNING, REMOVAL AND REPLACEMENT SERVICES

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.